

1894 - 006 Chancery Causes: Cowan Magil & Co] vs. W. C. Herndon & Co.
Lee Co.

Cowan, Magil, Parsons, Woodward, Stapleton, Pennington

- Deed

CA - Debt
T - Property

To the Hon. N. S. K. Morrison, Judge of the
Circuit Court for Lee County;—

Humbly complaining your attorneys
Jos. D. Cowan and Samuel McGill, partners
in trade under the style & firm of Cowan
McGill & Co., respectfully represent unto
your Honor that at the special instance
of W. C. Henderson, a merchant there
in Lee County, they sold and delivered to
him the said Henderson on the 8th day of
November, 1893, a quantity of goods, wares
& merchandises amounting to the
sum of \$371.75; a copy of which bill of goods
is here filed and marked "Account"; that
at the direction of said W. C. Henderson, all
of said goods were shipped to him at
Flemington N. J.; that at the time your
attorneys sold said Henderson paid 200.00
The records of the County Court for Lee
County showed him & he represented him-
self to be the owner of a large quantity
of unincumbered land lying & being in
the County of Lee & State of Va. and in the
Crookshanks & Fackett country, — land
conveyed to him by the heirs of Charles
Flemington Decd., John B. Flemington and
Larkin Henderson, John B. Hughes & his
wife and John C. Stopleton & his wife, and
all of which he was at the time of said
sale of said goods there in the possession
using & occupying the same as his own.
Copies of the deeds to the land he repre-

pledged himself to be the owner of are here
filed marked
and prayed to be considered as part of
this bill.

Your orator will further represent
unto your honor that a portion of said
goods sold Skindon as aforesaid, if
not all, with about 40 head of cattle,
the goods in his store house at the time
together with other goods purchased
from other wholesale merchants were
turned over to his father Larkin Skindon
& his brother John Skindon on or about
the 10th of Nov. 1893, and that said John &
Larkin Skindon are now in the pos-
session of the same selling & disposing
of the same; that said goods & cattle
were turned over to said Larkin
& John Skindon by said W. C. Skindon
without a valuable consideration, or at least
a consideration anything like the
value of the said goods & cattle.

Your orator will further show
unto your honor that the said sum
of money is still unpaid, and that
it will become due on the 1st day of January
1894; that in a few days after he made
the transfer of goods & cattle he the said
Skindon absconded the state and
is now a non resident of the same;
that to your orator's great surprise
on the 10th day of Nov. 1893, one David

1
Farrars deposited for recordation in
the Clerk's office of Lee Co Court a deed signed
by said W.C. Sturmden & his wife which
conveyed to him the said Farrars in con-
sideration of \$5000 in hand paid,
all the land then belonging to W.C. Sturmden
except the land included in the Stapleton
tract and the land embraced in the
conveyance of John B. Cunningham & Larkin
Sturmden bearing date July 30th 1889;
that at the time said Sturmden purchased
said goods from your creditors and
at no time afterward did your creditors
have any notice of said deed to said
Farrars until the same was depos-
ited for recordation on the 10th day of
Nov. 1893; that any vote said deed to
said Farrars was fraudulent, volun-
tary and made for the express purpose
of hindering, delaying, & defrauding his
the said W.C. Sturmden's creditors, and
the collection of their claims & especially
that of your creditor.

Your creditor will further show
unto your honor that on Nov. 10, 1893
the said W.C. Sturmden made and acknowl-
edged another paper giving to one William
Woodward a lien upon all his land
except the land before conveyed to the
said David Farrars and the Stapleton
tract of land, to secure the sum of
\$675.00, which lien was on the 10th

day of Nov was deposited for recording
in the Clerk's Office of the County Court for
Lee County; Your action over this
pretended deed is fraudulent, fraudulent,
& made for the express purpose of hindering
delaying & defrauding his creditors & is an
invalid account void. A copy of the same
is here filed marked "Lien" & prayed to
be considered as part of this bill.

Your action further represents
unto your honor that when said John
to Stephen sold said W.C. Skindon said
Stephen tract of land a vendor's lien
was reserved for the purchase money -
and that though the records do not
show this it has long since been paid;
that there are no other liens on the
land of W.C. Skindon, & that the rents
& profits will not in five years pay
your action claim and the costs of this
suit.

The premises therefore considered
your action are advised they have
rights cognizable in a court of Equity;
that said John & Larkin Skindon will
be compelled to account for all the
effects of the said W.C. Skindon which
went into their hands as was turned
over to them or either of them; that said
Deed of W.C. Skindon wife to said John
and said deed in favor of William Woodward
will be declared void as to the creditors

of said Shudson who did not have notice
of the same when they sold him their
goods, & made with him their debt, &
especially void as to your creditors.

The prayer therefore of your petitioners
is that W.C. Shudson, Larkin Shudson
William Woodward, John P. Shudson
David P. Parram, and John C. Stapleton be made
parties defendant to this bill of complaint & that each
be required to answer the same except
except David P. Parram, who need not
answer an oath; that by virtue of the
Bill of Rights herewith filed marked "A"
made pursuant to § 2964 of the Code of 1883,
"Bill of Rights," all attachment issues & be
levied upon the effects of the said
W.C. Shudson, & the same held until
a further order of the court; that said
John P. Shudson & Larkin Shudson specially answer
an oath what if any thing the said W.C.
Shudson owed them, when, where & of whom
they got the money or other thing which
they lent the said W.C. Shudson how whereby
he became indebted to them, & the amount
& date of each item of indebtedness, the
number & value of said cattle, an itemized
statement or an invoice of all the goods
which was turned over to them or either
of them, and how & by what means they
paid the said Shudson for said goods
& cattle; that David P. Parram specially
answer how much & the true amount
if any thing he has paid on the
said bond, how much if anything

he still owes the said W.C. Stinson an
said bond, when where & of whom he ob-
tained the money or other thing ^{which} ~~it~~
he paid the said Stinson; That
William Woodward specially answers an
ack for what & when the said Stinson
became indebted to him, the true
amount thereof, when the same became
or will become due, when, where, and
of whom he recd the money or other thing
to let the said Stinson know whereby
he became indebted to him; That on a
final hearing of the cause a judge-
ment be given your order for the
said sum of money; That said deed
to Parsons, said Lien to Woodward &
said transfer of goods & cattle be annulled
& set aside & that enough of same be
sold to pay the costs of this suit &
your order, done with legal interest;
That an order of Publication be made
for W.C. Stinson who is a non-res-
ident, as the law requires in such
cases. And may all further
& general relief be granted your
order that his case may require.
And your order will ever pray &c.

Jennings & Bros

C. J.

May 1892
 Wm. Magill & Co
 131 1/2 1st St. Chaucery
 N.C. & S. C. at N.Y.

1892-1893 Rules filed & pa. for home debts
 & order paid for non residents but on home debts
 2nd June Rules D. A. for home debts conf.
 " 1st July Rules conf. for and paid
 " 2nd July " and paid completed & set for hearing by Ref.
 " June Term D. A. & contd

C. 894
 D. 250
 W.M.O. 250
 C.C. 575
 Printer 500
 Atty 500
 \$29.69

Defts costs
 C. \$160

Depts. & D. A. & contd

Knoxville, Tenn., Nov. 24 1893

W. C. Herndon

(1)

Cynthia va

In Acct. with COWAN, MAGILL & CO.

MANUFACTURERS OF

"MASTIFF" JEANS PANTS.

TERMS:

60 days

Nov. 8	PER BILL RENDERED,	39 75		
	Wear Fee	50	40 25	
	Cowan Magill & Co			

STATE OF TENNESSEE,

KNOX COUNTY,

to wit:

I, Isaac Bogardus a Notary Public in and for said County and
State, do certify that J. H. Cowan this day made oath before me
that the foregoing account, amounting to \$ 40 25 is to the best of his knowledge
and belief justly due and that he claims interest on the same from the 24th
day of January 1894
Given under my hand this 24th day of November 1893

Isaac Bogardus

Cowan Moyer & Co
v.s.
W.C. Herndon
\$39.75

ALL ACCOUNTS PAST DUE, SUBJECT TO SIGHT DRAFT WITH EXCHANGE.

STATEMENT.

cfm

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate demurrer and answer of John P. Herndon to a bill in chancery exhibited against him and others in this honorable court by James D. Cowan and Samuel McGill, partners trading under the firm name of Cowan McGill & Co.

Respondent says that complainants' bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his separate answer to a bill in chancery exhibited against him ^{and others} in this court by Powers Little & Co., he has also filed his separate answer to a bill in chancery exhibited against him and others in this court by Cowan McClung & Co., and he has filed his separate answer to another bill in chancery exhibited against him and others in this court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, all have a common purpose with the bill filed by complainants, all contain almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said several answers, and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised that it is material that he should answer, respondent prays to be hence dismissed with his costs &c.

James D. Cowan & Samuel McGill p. de

This day John P. Herndon personally appeared before me, A.B. Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer so far as made on his own knowledge, is true, and so far as made upon the information of others he believes it to be true. Given under my hand on this the 5th day of March 1894.

A.B. Munsey Clerk

WCC. Herndon et als.

Ads. *Separate answer and
Demurrer of John P. Herndon
one of the defendants.*

Cowan McGill & Co.

Duncan & Hvatt, p.c.

*Filed in open court March
the 9th 1894
A B Muncy Clerk*

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate demurrer and answer of Larkin Herndon to a bill in chancery exhibited against him and others in this honorable court by James D. Cowan and Samuel McGill, partners trading under the firm name of Cowan McGill & Co.

Respondent says that complainants' bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relving and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his separate answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co., he has also filed his separate answer to another bill in chancery exhibited against him and others in this court by Cowan McClung & Co., and he has also filed his separate answer to a bill in chancery exhibited against him and others in this court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, all have a common purpose ~~with~~ ^{contains} with the bill filed by complainants, all ~~have~~ almost identically the same allegations except as to the amount claimed, and all are against the persons. Respondent refers to said several answers and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised it is material he should answer, respondent prays to be hence dismissed with his costs. &c.

Duncan H. Byatt

Virginia, Lee County, to wit:

This day Larkin Herndon personally appeared before me, A.B. Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer so far as made on his own knowledge is true, and so far as made upon the information of others he believes it to be true. Given under my hand on this the 5th day of March 1894.

A.B. Munsey Clerk

W.C. Herndon et als.

Ads. Separate Demurrer and
Answer of Larkin Herndon,
one of the defendants.

Cowan McGill & Co.

Duncan & Hvatt, p.d.

*Filed in open court March
the 9th 1894
A.B. Muncy Clk*

Cowan Magill & Co
AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Dorsors and John C. Stapleton

Take notice that on the 2nd day

of February 1894

at the office of Henry Hudson

at 253 Gay street in the City of Knoxville, Knox
County, State of Tennessee I will proceed to take the deposition of

J. B. Cowan and others
to be read as evidence on behalf of

Cowan Magill & Co

in a certain suit in Equity — now pending in the Circuit Court of Lee
County, State of Virginia wherein said Cowan Magill & Co are
Plaintiff and you and each of you are Defendants And if from any
cause the taking of said depositions are not begun on that day, or being begun not complete 8 the same will be
continued from day to day or from time to time and if desired from place to place, until the same are complete. You
may attend and cross-examin if you wish.

January 4th 1894

Very Respectfully.

Cowan Magill & Co

Cowan, Majie vs
Notice & Take
deposition

H. C. Handon et al

Entered on the 12th day
of Jan. 1894 by delivering
a copy of the within notice
to each of the following named
persons to wit: John P. Horn-
don, ~~John P. Horn-
don~~, ~~Howard~~, ~~David P. Parsons~~,
or John C. Stephenson

Virginia, Lee County, to wit:

The foregoing returns
signed by E. W. Pennington
was this day sworn to by him
before me in my county
aforesaid. Given under
my hand this Jan
12th 1894.

E. W. Pennington
Notary Public

Cowan Magill & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsors and John C. Stapleton

Take notice that on the 2nd day

of February 1894

at the office of

County, State of

I will proceed to take the deposition of

to be read as evidence on behalf of

in a certain suit in Equity

now pending in the Circuit Court of Lee

County, State of Virginia wherein said

Plaintiff and you and each of you are Defendants

cause the taking of said deposition

not begun on that day, or being begun not completed, the same will be continued from day to day or from time to time and if desired from place to place until the same are complete. You may attend and cross examine if you wish.

Jan - 24 1894

Very Respectfully,

Cowan Magill & Co
per Benjamin B. Ross
Attorney

For
H. C. Hudson

ALL ACCOUNTS PAST DUE, SUBJECT TO SIGHT DRAFT WITH EXCHANGE.

(Invoice)

Knoxville, Tenn.,

Nov 8

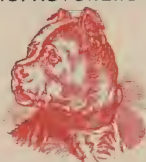
1893

Mr W. C. Herndon

Cynthia J. A.

BOUGHT OF COWAN, MAGILL & CO.

MANUFACTURERS OF



Registered Trade Mark.

"MASTIFF"

PANTS,

TERMS: 6 per cent. Cash in 10 days. 5 per cent. in 30 days.
Net Cash in 60 days.

OFFICE AND FACTORY, 210 COMMERCE ST.

1	Doz	23	Jeans Pants			12 00	
1	.	27	" "			11 00	
1	.	22	" "			10 00	
1/2	.	25	" "	13 ⁵⁰		6 75	39 75

This Bill is Due

Jan 8/94

If this bill is not in all respects as agreed upon, we must be notified AT ONCE as no changes in terms will be allowed at time of settlement.

Cowan, Magill & Co

vs.

In Chancery.

W. C. Herndon et al.

The depositions of Jas. H. Cowan

taken before me, C. B. Tompkins, a

notary public in and for the county of Knox, and State of Tennessee

persuant to notice hereto annexed at the office of Henry. Fenton

257, Gay street, in the city of Knoxville, in the said county and

state on the 2nd day of February, 1894, between the hours

of 7 A. M. and 8 P. M. of that day, to be read as evidence in be-

half of Cowan, Magill & Co. in a certain suit in equity depending

in the Circuit Court of Lee county, Virginia, wherein Wm. C.

Herndon, John. P. Herndon, Larken. Herndon, Wm. Woodward and David

P. Parsons are defendants, and said Cowan, Magill & Co are

plaintiff.

Present.

for defts'

C. W. Cunningham

for plaintiff

The witness Jas. H. Cowan
after being duly sworn deposes
as follows, to wit:

Ques.

Please write your name, age,
residence and occupation.

Ans.

James H. Cowan, am thirty two years
of age, reside at Knoxville Tennessee
and am engaged in the manufacture
of clothing.

Ques.

What is your connection with said
plaintiffs.

Ans.

I am a partner of the plaintiffs
and have been for two years

Ques. ² State whether or not said H. C. Standen is indebted to said plaintiffs in any sum of money, if so for what, and when it did or will become due.

Ans.

He is indebted to said plaintiffs for the sum of Thirty Nine Dollars and Seventy five cents for the goods mentioned in an itemized statement thereof herewith filed and marked Invoice - and said sum became due and payable to said Plaintiffs Jan 8 1894.

Ques. 1 When did you make said sale of said goods to said Standen.

Ans. November 8. 1893.

Ques. How did it happen said plaintiffs said said goods on a credit.

Ans. Through the recommendation of Conan McBlung Esq who represented him as solvent and possessor of real estate in his own right.

Ques. Did said plaintiffs or either of them have any knowledge of the existence of said deed dated March 14th 1893, at the time said goods were sold to said Standen or at any time prior thereto?

Ans.

They did not. I am sure if they had known of such deed they would never have extended him credit. and further this deponent saith not.
James H. Cowan

Tennessee.

County of Knox. to wit

I C. B. Tompkins a notary public for the county of
Knox in the said state do hereby certify that the fore-going
depositions of *Jas. H. Lawan*

were duly taken, sworn to, and subscribed before me at the time
and places and for the purpose therein mentioned.

Given under my hand and seal this *2nd* day of February 1894

C. B. Tompkins
Notary Public

Cowan Magil & Co
vs Depositions
Wm L Herndon et al

Received by mail in good
condition per Feby the 4th
1894 and filed on Feby 5/89
AB Munnay Clerk

Given under my hand and seal this

day of February 1894

and places and for the purposes therein mentioned.

were duly taken, sworn to, and subscribed before me at the time

depositions of

Knox in the said state do hereby certify that the foregoing

I G. B. Thompson a notary public for the county of

County of Knox. do wit

Tennessee.

Virginia Lee Co. to wit:

This day E. H. Pennington agent for

partners in
trade under the style & name of Cowan Magill & Co. plaintiffs
in a certain Chancery case now pending in the Circuit
court for Lee Co. against W. C. Skendron & others to recover
a certain debt from said Skendron personally appeared be-
fore me the below noted Notary Public in and for said County
of Lee & State of Va., in my County of aforesaid and made
oath that 1st he verily believes the said plaintiffs claim is
just, 2nd that he believes the said plaintiff is entitled to
and ought to recover at least in said suit against said
Skendron a debt for the sum of \$40.25 with interest
+ which will become due on Jan 2nd 1894
from the 8th day of January 1894. 3rd that to the best of
the officers belief said W. C. Skendron is not a resident
of this State of Va. but has effects therein in the Co. of Lee
4th that the said Skendron has converted, is converting
or is about to convert his property or some material
part thereof into money securities & otherwise & debt
with the intent to hinder, defraud & delay his creditors. 5th
that the said Skendron has assigned & disposed
of is about to assign & dispose of his estate or
some part thereof with the intent to hinder, de-
fraud, & delay his creditors, & especially Cowan
Magill & Co. Given under my hand this the
7th day of Dec., 1893.

E. H. Pennington
Notary Public

Cowan Magill & Co

v. S. } J. J. Gidovik

W. C. Shindler

Filed Dec 15th 1894

A. B. Munsey Clerk

Deed Book No. 20, Page 100.

This deed made the 14th day of March 1883 Between William C. Herndon and Cynthia E. Herndon of the first part and of the County of Lee and State of Virginia and David P. Parsons of the county and state aforesaid. Witnesseth that in consideration of the sum of five thousand dollars in hand ~~paid~~ the receipt whereof is hereby acknowledged W.C. Herndon and Cynthia E. Herndon his wife do grant bargain and sell and convey unto David P. Parsons party of the second part a certain tract or parcel of land lying in the Garboreland on Needs and Jones creek waters of the North Fork of Powell's River No. of acres unknown supposed to be six hundred more or less and bounded as follows to wit Beginning at a stake on the north bank of the North Fork at the mouth of Needs creek Thence with the meanders thereof to the Mc Grath line and then said line to W. C. Herndon the Chesapeake and Spanish Oak corner to the A.P. Parley land with line of same to a white oak and Chesapeake Thence N. 30 W. 40 poles to a white oak Thence to W with Parkers line to Jones Creek and with said Creek to Joseph Parsons corner thence southeasterly with said Parsons line to A. C. Pack corner Thence with his several lines and corners to a corner to Alfred Johnsons line formerly James Parsons land Thence with lines and corners of said James Parsons land to James Waller land Thence with said lines and corners to Patrick Zion line and with said Zion A/P/W/ lines and corners to Leasons line thence with his lines and corners to the beginning. The foregoing described boundary of land embraced one land parcel owned by W.C. Herndon to Tobias Hays and wife Charles Pennington heirs Lark n Herndon and J.P. Pennington and the said and the said David Parsons is to have and with all appur-

Appearances appeared on the said William G. Herndon
on the said William G. Herndon and Cynthia Herndon parties of
the first part to witness generally the said Herndon conveyed
to the following persons and their heirs and assigns
the above written.

William G. Herndon (son)

Cynthia H. Herndon (son)

State of Virginia, County of Lee, to wit:

I, W. F. Parsons, a Justice of the Peace in and for the
County and State aforesaid do hereby certify that William G. Herndon
and Cynthia H. Herndon are with their heirs and assigns
the above written, and being one of the Justices of the Peace
in and for the County and State aforesaid and being
a Justice of the Peace in and for the County and State
aforesaid I have signed this certificate and the said
of March 1881.

W. F. Parsons, J. P.

Virginia Lee, County to wit:

In the Office of the Clerk of the Court of the said County
on the day of Nov. 1881 and as provided and to conform
with the provisions of the said Act was admitted to record.

1881: W. F. Parsons, Clerk.

Virginia Lee, County to wit:

This day W. F. Parsons personally appeared before me, B. W. /
Herndon a Justice of the Peace in and for the County and State
aforesaid and made oath that he had copied the foregoing

from the records of the County Court of the said County
and on file in the Clerk's Office of the said County and
that the same is a true copy of the said records.

Deed Book No. 2, page 400.

This Deed made the 10th day of Nov 1893 by J. C. Henson of the first part and William Woodward of the second part both of the county of Lee and State of Virginia the party of the first part unto the party of the second part a tract or parcel of land bounded as follows, beginning at a stake at the mouth of Norris Creek running with lines to the top of Stone Mountain thence with the meanderings thereof to the line and with said line to the North Fork of Powell's River with meanderings of said waters to the beginning. This deed of land is to secure and hold good to the party of the second part for the sum of six hundred and seventy five dollars which the party of the second part agrees to pay the party of the first part this contract shall stand and hold good to the party of the second part until this note is paid full in full. Witness the following signatures and seal

J. C. Henson. (seal)

Virginia Lee County, to wit :-

I, J. C. Henson a justice of said county, do hereby certify that J. C. Henson whose name is signed to the foregoing deed herein, date on the 10th day of Nov 1893 this day personally appeared before me in my county aforesaid and acknowledged to me that he his act and deed given under my hand and seal this the 10th day of Nov 1893

J. C. Henson, J. C.

Virginia, Lee County, to wit :-

This day R. L. Pennington personally appeared before me R. L. Pennington, a notary public in and for the county and state aforesaid, and made oath that he had copied the foregoing deed from the records of the county court of Lee county on file in the clerk's office of the said court, and that the same is a true transcript therefrom. This Feb 1894

Deed Book No. 20. Page 100 .

THIS DEED of conveyance made the 05th day of February 1890
by and between Tobias Hughs and Martha Hughs and Paggie ~~Parsons~~
Parsons of the first part alias the county of Lee and State
of Virginia and William C. Herndon of the county and state
aforesaid . WITNESSETH That for and in consideration of the
sum of Eight Hundred dollars in hand paid the receipt is
hereby acknowledged the parties of the first part do bargain
sell and convey unto the parties of the second part a certain
parcel or tract of land lying and being in the county of Lee ~~VA~~
and State of Virginia situated on Reeds Creek waters of the
North Fork of Powell's River being two hundred Acres be the
same more or less and bounded as follows to wit being the
land where Tobias Hughs now lives and adjoining the land of
Samuel Parsons . James Guillen and Mathew Zeln and the par-
ties of the second part to have and to hold forever And the ~~VA~~
parties of the first ~~VA~~ warrant specially the land hereby
conveyed Witnesseth following signature and seal the day
and date above written

Tobias P. Hughs (seal)

Martha Hughs (seal)

Margaret K. Parsons (seal) 12)

State of Virginia :

County of Lee

I W. M. Parsons a Justice of the Peace for the afore-
said county and state do certify that Tobias Hughs and
Martha Hughs his wife and Paggie Parsons whose names are ~~VA~~
signed to the foregoing deed date on the 05th day of February
1890 acknowledged the same before me in my county and state

aforsaid to be their act and deed and does not wish to
retract it. Given under my hand and seal this the 5th day of
February 1890.

F.M. Parsons J.P.

Virginia Lee County, to wit :

In the ~~XXXX~~ office of the clerk of the said county,
this the 5th day 1890 this deed was presented and with the certifi-
cate thereto annexed admitted to record.

Test John R. Gibson clerk

Virginia Lee County, to wit :

I E.W. Pennington, a notary public in and for
the county and state aforesaid, do hereby certify that
this day J.L. Pennington personally appeared before me and ~~and~~
made oath that he had copied the foregoing deed from the rec-
ords of the county court of Lee County on file in the clerk's
office of the said county and that the same is a true trans-
cript there from. Given under my hand this the ____ day of
February, 1894.

J.P.

A. C. Merdoun

From Copy of Deed.

Thomas Hughes et al

For far Copy \$0.30

head book No 10, page 100.

THIS DEED OF CONVEYANCE was made on the day of Feb 1890 by and between Tobias Hughes and Martha Hughes his wife and Paddy Parsons of the first part all of the county of Lee and state of Virginia and William C. Harrison of the county and a single person of the second part for and in consideration of the sum of eight hundred dollars in hand paid the receipt of which money is acknowledged the parties of the first part to bargain sell and convey to the parties of the second part a certain parcel or tract of land lying and being in the county of Lee and state of Virginia bounded on Texas Creek waters of the county of Lee of Fowles Creek being the same as the same and more or less and divided as follows to wit the land of Tobias Hughes now living and a joining the land of Samuel Parsons, James Miller and Michael Zion and part of the second part to have and to hold forever and the parties of the first part warrant specially the land above conveyed with the following covenants and conditions to wit and to have and to hold forever.

Tobias Hughes (sai)

Martha Hughes (sai)

William C. Harrison (sai)

State of Virginia County of Lee;

I, W. C. Harrison a Justice of the Peace for the aforesaid county and state do hereby certify that Tobias Hughes and Martha Hughes his wife and Paddy Parsons, single persons appear to the foregoing deed dated on the day of February 1890 been read and acknowledged the same before me in my county and state aforesaid to be their act and deed and does not wish to retract it.

have annexed and read this the 20th day of February
1881.

H. W. Parsons, J.P.

Virginia and County of _____

In the office of the clerk of the said county, this
20th day of February 1881 was produced and read the petition
of _____, to annex _____, to the
county of _____, to wit:

Virginia and County of _____

1. This H. W. Parsons, J.P. personally appeared before
me H. W. Parsons, a justice of the peace for the county and
state aforesaid, and read to him the petition of the
_____ and from the records of the county, copies of this in the
clerk's office of the said county, and that the same is a
true and correct copy of the original. Signed before me on the _____ day
of February 1881.

J.P.

A. C. Henderson

Trans & Copy of

Thomas Hughes &
Company

Per for Copy \$0.50

Deed book No . 20 . page 104 .

From John C. Pennington et al.

THIS DEED of conveyance made this the 19th day of March 1890 by and between John C. Pennington and Patience Pennington his wife Dinah Pennington and Martha J. Robins and Mary A. Robins of the county of Lee and State of Virginia and Green. H. Pennington and Susan his wife of the county of Perry and State of Kentucky of the first part and William H. Herndon of the second part of the county of Lee and State of Virginia WITNESSETH that for and in consideration of the sum of \$200.00 dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant bargain sell and convey unto the parties of the second part all of their right and title in the Charles Pennington tract of land lying and being in the county of Lee and State of Virginia the waters of Jones Creek and bounded as follows to wit: BEGINNING at a beech and white oak on the east bank of Jones Creek thence southwardly to a poplar thence to a white oak on the top of a ridge thence northwardly to a white oak on a flat thence north eastwardly to a wagon road and with the road ^{west} southwardly to a beech at the south of the first hollow near the bank of Jones Creek and with the said creek to the mouth of said creek to Joseph Marcums corner thence westwardly with the said Marcums line to the Charles Pennington line and with said line to the BEGINNING the parties of the first part do warrant generally the land here by conveyed the parties of the second part to have and to hold forever. Witnesseth the following signature and seal this the 19th day of March 1890. John C. Pennington (Seal) Pat

Patience Pennington (SEAL)

Marcha J. Robins (SEAL)

Dinah Pennington (SEAL)

Green B. Pennington (SEAL)

Susan Pennington (SEAL)

Mary J. Robins (SEAL)

State of Virginia : to wit

County of Lee :

I, Francis M. Parsons a justice of the peace for the aforesaid county and state do certify that John Pennington and Patience Pennington his wife Marcha J. Robins and Dinah Pennington whose names are / signed to the foregoing deed bearing date of / on the 13th day of March 1880, acknowledged the same in my county and state aforesaid to be their act and deed and does not wish to retract it. Given under my hand this day and date first above written F.M. Parsons J.P.
State of Kentucky . County of Perry

I, Ira J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed ~~XXXXX/XXXXX/XX~~ of conveyance from John B. Pennington to William C. Herndon was this day / produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper officer for record. Given under my hand this the 28th day of March 1880

Ira J. Davidson clerk

By W.R. Cornett D.C.

State of Virginia : to wit:

County of Lee :

I, F.M. Parsons, a justice of the peace for the aforesaid county and state

county and state to certify that Mary A. Robins whose name
/ i/s/ here signed to the foregoing deed bearing date on the 10th
day of March 1890, acknowledged the same before me in my
county and state aforesaid to be her act and deed and does not
wish to retract it given under my hand the 7th day of April
/ 1890. F.M. Parsons J.P.

Virginia Lee County to wit/

In the office of the clerk of the said county
on the 6th 1890 this deed / was presented and with official
copies thereof annexed was admitted to record

Test John H. Gibson Clerk.

Virginia Lee County to wit:

I F. W. Pennington, a notary public in and for the
county and state aforesaid do hereby certify that N. L. Pennington
personally appeared before me in my county and state
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court, and that the same is a
true transcript thereof. Given under my hand this 11th

day of 1894

N.P.

H. C. Thompson
From } Copy of MS
John C. Pennington
=====
For Jar Copy \$0.75
=====

Deed Book No. 112

This deed was this Nov 25th 1862 by and between M.C. Parsons
of the first part and Cray, Herndon of the second part both of
the county of Lee and state of Virginia. Witnesseth that
part of the first part doth grant bargain sell and convey
unto the party of the second part his undivided interest in the
Charles Pennington now deceased estate that he bought of
Ambrose Hobbs and wife wife aforesaid Charles Pennington
for the sum of one hundred dollars in hand paid the receipt
of which is hereby acknowledged, the same in M.C. Parsons
binds himself to warrant to the party of the second part forever.
Witness my hand and seal this 25th day of November 1862.

M.C. Parsons (seal)

Virginia Lee County ss. to : _____ J.V.H. Kelly Justice Public
for the aforesaid county/ do certify that M.C. Parsons who/ do
name is signed to on ~~for~~ deed bearing date of Nov 25th 1862
last personally appeared before me in my county aforesaid and
acknowledged to me that he is the owner of the above described
portion mentioned in the above deed. Given under my hand and
seal this 25th day of Nov.

J.V.H. Kelly J.P.

Virginia Lee County ss. to : _____ In the 11th day of Nov of the
year of the said county ss. the 25th day of Nov 1862, this deed was pre-
sented and with the certified copy thereof annexed & filed for
record.

Test John. Gibson Clerk.

Virginia Lee County ss. to : _____ This day R.L. Pennington
personally appeared before me Justice Public for the afore-
said county, in my county aforesaid, and made oath that he
had copied the foregoing do. from the records of the county
court of said county, on file in the clerk's office of the said
county court, and that the same is a true transcript there-
from. Sworn before me 11th day of Nov 1862.

R.P.

W. C. Henderson

From } Copy, of

W. C. Passmore

W. C. Passmore

The far Copy

W. C. 23

DeedBook No/33 page 140

This deed made this the 7th day of March 1887 between John C. Stapleton and Almada Stapleton his wife of the first part and W. Craig Horton of the second part all of the county of Lee and State of Virginia. Witnesseth that in consideration of the sum of two hundred dollars in hand paid and secured to be paid by the party of the second part the receipt of which is hereby acknowledged, the said party of the first part by these presents give, grant, sell and convey unto the party of the second part a certain tract or parcel of land lying and being in the said county of Lee and on Jones Creek in the Crab Orchard containing by estimation three and a half acres be the more or less ~~1/4~~ bounded as follows: Beginning on the line pole line 20 poles from white oaks and beeches on the north side of a branch at a white oak 500 N 30 poles to a red oak on the top of a ridge and then said ridge S 60 1/2 W 30 poles to a pine and chestnut on the top of a high spur N 30 1/2 W 25 poles to a little oak and chestnut N 25 W 30 15/16 poles to two chestnut oaks S 30 1/2 W 30 poles to a sour wood hickory and two small spanish oaks, (now gone) N 41 1/2 W 30 poles to a chestnut at the top of a deep hollow N 30 E 30 to the beginning. To have and to hold the said tract of land and its appurtenances unto the party of the ^{first} ~~second~~ party for ever and the party of the first part covenant that they will warrant generally the title to the land hereby conveyed And the party of the first part hereby reserve to themselves the vendor's lien on said land until the purchase money therefor is fully paid. Witness the following signature and seal,

John C. Stapleton (seal)

Almada Stapleton (seal)

Virginia Lee County, to wit :-

I, John A. Hyatt, Com in Chan. for Lee County, do hereby certify that John C. Stapleton, whose name is signed to the foregoing deed dated March the 7th 1867 personally appeared before me in the said county and acknowledged the said writing to be his act and deed. Given under my hand and this the 7th day of March 1867

J. A. Hyatt Com. &c.

Virginia Lee County, to wit - ----- I, John A. Hyatt Commissioner in chancery for Lee County do hereby certify that Almeda Stapleton wife of John C. Stapleton whose name is signed to the foregoing deed herein, came on the 7th day of March 1867 personally appeared before me in the county aforesaid and being examined by me privily and apart from her husband and having the deed fully explained to her she declared she had willingly signed and executed the said and did not wish to retract the same. Given under my hand and seal this 8th day of August 1868.

John A. Hyatt Com in chancery for Lee County Court.

Virginia Lee County ~~xx/xx/xx~~ Clerk's Office, Feb. 7th 1868
The foregoing, as a hearing, took March the 7th 1867 between John C. Stapleton and Almeda his wife of the first part and W. C. Hernon of the second part all of Lee County Va. was this day filed in the clerk's office and admitted to record upon the foregoing certificate of John A. Hyatt a commissioner in chancery for Lee County Court. Test John A. Gibson Clerk
Virginia Lee County ~~xx/xx/xx~~ to wit :

This day 14th. Cunningham personally appeared before me a notary public for the said county and made oath that he had copied the foregoing deed from the records of the said county court and that the same is a true transcript from the said records, on file in the county court clerk's office.

This Feb. _____ 1868.

H. C. Stinson

From copy of deed

John C. Stinson wife

~~~~~

For copy

\$4.50



Deed Book No 25 ,page 163.

This Deed made thos the 30th day of July 1889 between JohnB.Pe  
Nnington of// and Larkin ~~M~~ Herndon of the first part and William  
C.Herndon of the <sup>other</sup> second part . J.R.Pennington now a resident  
of Hawkins County Tennessee and the other named parties of  
Lee county Virginia . Witnesseth that in consideration of the  
sum of \$50.00 fifty dollars in hand paid the receipt of which  
is hereby acknowledged the said John B.Pennington and Larkin  
Herndon do grant bargain and sell unto the said William C/  
Herndon a certain tract or parcel of land lying and being in  
the county of Lee and state of Virginia it being <sup>the remainder</sup> ~~a~~ part of ~~the~~  
a tract of land assigned to John Penningtin Sr by commissione  
ers it being a part of the Mc Cradie Subvey bounded as foll-  
lows to wit :Beginning//at the mouth of Jones Creek crossing  
the North Fork of Powels River souhwardly up the North Side  
of Stone Mountain with Partition line to the top of said moun-  
tain thence eastwardly with the top of said with the varying  
meanders thereof to the original Mc Cradie line and with line  
thereof northwardly to the ~~top~~ North Fork fof Powels River  
thence Westwardly with th varied meandein gs thereof to the  
beginning . And the aforesaid JohnR.Pennington ~~of~~ and Larkin  
Herndoh do covenant and agree with the said William.C.Herndon  
to warrant generally the land heraby conveyed with all its  
appurtinences . Witness the following signatures and seals  
The numbe\_ of acres not known but by boundary be the same  
more or less .

X JohnB.Pennington (seal )

Larkin Herndon (seal )

Virginia Lee County To wit :

I, JohnA.G.Hyatt clerk for the circuit for Lee county state  
aforesaid do hereby certify that JohnR.Pennington and Larkin  
Herndon whose names are signed to the foregoing deed bearing



Bearing date on the #0th day of July 1889 each personally appeared before me and acknowledged the same to be their act and deed for the purpose therein stated . Given under my hand this Sept 7th 1889.

J.A.G. Hyatt clerk .

Virginia Lee County to wit : In the office of the clerk of clerk of the said county this deed was presented and with the certificate thereto annexed admitted to record .

Test John.R. Gibson , Clerk.

Virginia Lee County to wit : This day R.L. Pennington Personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county on file in the clerk's office of the said county court , and that the same is a true transcript from the said records . This Feb. \_\_\_\_ 1894 .

\_\_\_\_\_  
N.P.



A. C. Herndon

From 1/2 copy of deed  
of J. B. Pennington &c

For 1/2 copy  
\$0.50

1884

M.P.

That the same is a true transcript from the said records. The  
on file in the clerk's office of the said county court, and  
being deed from the records of the county court of said county  
and duly recorded and made such that he had copied the fore-  
said deed before me a notary public in and for the county  
of Virginia Lee County on the day of the day of the month of  
Tear John H. Gibson, Clerk.

Certificates thereto annexed admitted to record.

Clerk of the said county. This deed was presented and with the  
Virginia Lee County to wit: In the office of the clerk of

J. A. G. Hyatt clerk.

this 2nd day of July 1884.

and deed for the purpose therein stated. Given under my hand  
and sealed before me and acknowledged the same to be their act  
bearing date on the 20th day of July 1884 each personally.











Cowan McGill & Co  
N.B. } Copy of Deeds  
H.C. Stinson & Co.

For Jar Copie's

\$450



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. B. Herndon, Larkin Herndon  
John P. Herndon, David P. Parsons, William  
Woodward, and John C. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *January*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *Jas. S. Cowan & Samuel  
Magil & Partners in trade under the  
style & firm of Cowan Magil & Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *8th* day of *December* 189*3*, and in the 11 *8th* year of the Commonwealth.

*A Copy Teste*

*A B Munsey* Clerk.

*A B Munsey clerk*



The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., to the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-168.

*Attest*  
*Miner*  
*Clerk*

vs.

**SUBPOENA  
IN CHANCERY.**

p. q.

To ..... Rules,  
Circuit Court.

Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herndon, John C. Stapleton, Wm. Woolward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-168.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. C. Herndon, Larkin Herndon  
John P. Herndon, David P. Parsons, William  
Woodward, and John C. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said  
Court on the *15th* Monday in *January*, 189*4*, to answer a bill in Chancery,  
exhibited against *them* in our said court by *Cowan & Samuels*

*Magill & Partners in trade under the  
style & firm of Cowan Magill & Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,  
the *8th* day of *December* 189*3*, and in the *118* year of  
the Commonwealth.

*A B Munsey* Clerk.



The pro-prietary having been notified and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- go to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodart, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

*Attest M. M. M. Clerk*

*Deewan Magil & Co*

US. { SUBPOENA  
IN CHANCERY.

*W. C. Herndon et al*

*Pennington Bros. p. q.*

To *1st January* 1894 Rules,

Circuit Court.

Executed Dec. 13 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herndon, John G. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estates of W. C. Herndon described as follows:

all of which lie in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- go to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodart, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

*J. B. Pennington, Jr. Clerk*



In the Clerk's Office of the Circuit Court of the County of  
*Lee* on the *1st* day of *January* 18*94*

*Cowan Magil & Co* Plaintiff  
against

*In Chancery*

*W. C. Herndon et al* Defendant

The object of this suit is to *1st to set aside and annul the deed of W. C. Herndon*  
*& wife to David O. Parsons dated March 14th 1893; 2nd to set aside and declare void*  
*the deed made by W. C. Herndon & wife to Dan Woodward dated Nov. 10th 1893;*  
*3rd to annul the transfer of goods & chattels made by W. C. Herndon to John P.*  
*Kearney Herndon on or about Nov. 10th 1893 and 4th that a judg-*  
*ment be given in favor of the Plffs against the Defendants for the*  
*amount ~~mentioned~~ in the bill & the same be satisfied out*  
*of the said property thereby conveyed.*  
And an affidavit having been made and filed that the defendant *W. C. Herndon* is

not a resident of the State of Virginia, it is ordered that *he* do appear here, within *fifteen days*  
after due publication hereof, and do what may be necessary to protect *his* interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the *Lee County*  
*Republican*, and that a copy be posted at the front door of the court-house of this *County*  
on the first day of the next term of the *County* Court.

A copy—Teste :

*Pennington Bros* p. q.

*A. B. Munsey* Clerk.



Cowan Magil & co

vs. }

ORDER OF  
PUBLICATION.

W. L. Herndon et al  
I A. B. Munsey clerk of the  
circuit court do certify  
that I delivered the within  
order on the 1st day of  
January 1894 for publica-  
tion, and posted a copy  
thereof at the front door of  
the court house at the  
January Term 1894 of the  
County court  
A. B. Munsey clerk



Cowen Magil & Co., Plff.  
against  
W. C. Herndon et al Dett } In Chan'y

And an affidavit having been made and filed that the defendant W. C. Hern don is not a resident of the State of Virginia it is ordered that he do appear here within fifteen days after due publication hereof and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican and that a copy be posted at the front door of the court house of this county on the first day of the next term of the county court.

A. B. Munsey Clerk

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isher of the LEE COUNTY REPUBLICAN  
a weekly newspaper, published in the  
town of Jonesville, county of Lee, and  
State of Virginia, do hereby certify that  
the foregoing Order of Publication was  
duly published in the above named pa-  
per for four successive weeks, ending the  
1st day of Feb 1894.

Publisher, LEE COUNTY REPUBLICAN